

# Malin International Ship Repair & Drydock, Inc.

320 77th Street • Galveston, Texas 77554

Office: (409) 740-3314 • Houston: (281) 474-4385

Fax: (409) 740-7218

www.malinshiprepair.com

RIG PROSPECTOR AND OWNERS  
PLANT RECOVERY COMPANY  
1149 ELLSWORTH DRIVE, SUITE 135  
PASADENA, TX 77506

INVOICE # PRC - 03/13 - 01  
INVOICE DATE: MARCH 12, 2013  
MISR JOB # 9543 & 9736  
MODU PROSPECTOR

\*\*\*REVISED 04/30/13\*\*\*

## TERMS: DUE UPON RECEIPT

COMMENCED DATE: 5/16/2012

TOTAL AMOUNT DUE: \$ 1,490,737.72

1. Malin International Ship Repair & Drydock, Inc., hereinafter referred to as MALIN INTERNATIONAL, expressly conditions its contract for vessel repair and other services upon the basis of insured liabilities and terms as set forth below. All terms stated in this offer are final and deemed material to the formation of a contract. They cannot be varied, altered, or changed by implication or by any means other than an express, written agreement specifically incorporating the different terms signed by an Officer of MALIN INTERNATIONAL. Written acceptance containing terms not consistent with any of the terms herein stated or which shall be deemed to alter materially the terms below is ineffective as an acceptance but may at MALIN INTERNATIONAL's sole option be deemed a counter-offer and as such accepted for the purpose of forming a contract but only by MALIN INTERNATIONAL's express, written acceptance of such inconsistent terms.

2. In no event shall MALIN INTERNATIONAL's liability for any claim arising under this contract exceed in the aggregate the sum of \$300,000.00. MALIN INTERNATIONAL is not liable for any loss, damage or delay resulting from strikes or labor difficulties, whatsoever, and wheresoever occurring, or for stoppage of work due to causes beyond MALIN INTERNATIONAL's control.

3. MALIN INTERNATIONAL is not liable for defective workmanship or material, whether latent or otherwise, or for damage to any vessel or for any loss sustained by its owners, charterers or underwriters, or parties in interest, directly or indirectly, in contract, tort or otherwise, unless the same is caused solely by the negligence of MALIN INTERNATIONAL's own plant employees, which negligence shall not be presumed but must be affirmatively established. MALIN INTERNATIONAL's liability, if any, is strictly limited to the cost of repair, correction or replacement thereof AND IN NO EVENT SHALL MALIN INTERNATIONAL BE LIABLE FOR ANY CONSEQUENTIAL DAMAGE WHATSOEVER, INCLUDING, BUT WITHOUT LIMITATION, FAULTY OR NEGLIGENT DESIGN OR MANUFACTURE, DELAY, DETENTION, DEMURRAGE, TOWAGE, PILOTAGE, AND OTHER CONSEQUENTIAL DAMAGES LISTED IN PARAGRAPH 6(A).

4. MALIN INTERNATIONAL shall be discharged from all liability for defective workmanship or material or for loss or damage, unless the same is discovered prior to and claim in writing made to MALIN INTERNATIONAL within thirty days and litigation commenced within 180 days after MALIN INTERNATIONAL's work has ceased for whatever reason or has been completed, or the vessel has been redelivered, whichever first occurs.

5. Should MALIN INTERNATIONAL be acting as a prime or sub-contractor it shall be the duty of the authorized agent or prime contractor of the vessel to notify the vessel owners, agents, charterers, underwriters or other parties interested therein of the terms and conditions contained herein, since failure to do so shall not be considered a waiver of or a defense to any terms or conditions contained herein.

6. IN THE ABSENCE OF SPECIAL AGREEMENT UNDER PARAGRAPH 10, MALIN INTERNATIONAL SHALL IN NO EVENT BE LIABLE FOR: (A) special or consequential damages of any nature whatsoever arising out of or in connection with work or services performed by MALIN INTERNATIONAL including, but without limitation, delay, detention, demurrage, towage, pilotage, wreck removal, loss of use of vessel, profits, or expenses, fines or damages arising out of the spillage or cleanup of oil or other pollutant; (B) any loss, damage or delay resulting from strikes, labor difficulties, floods, hurricanes, and all similar causes whatsoever and wheresoever occurring, or for stoppage of work due to causes beyond MALIN INTERNATIONAL's control; (C) any claim for personal injury, death or property damage unless the same is caused by MALIN INTERNATIONAL's sole negligence, which negligence shall not be presumed but must be affirmatively established; (D) the cost of defense, including attorney's fees, of any action whether commenced by MALIN INTERNATIONAL's employees, subcontractor's employees or any other parties or interest whatsoever against the vessel, its owners, agents, charterers, underwriters or other parties interested therein.

7. MALIN INTERNATIONAL has a maritime lien on any vessel serviced for the value of all work, labor, materials or services supplied to it by MALIN INTERNATIONAL, and nothing contained in these conditions shall be construed as a waiver of said lien. In the event it is necessary for MALIN INTERNATIONAL to engage the services of an attorney to collect sums owed for any work, labor, materials or services supplied by MALIN INTERNATIONAL, the vessel, its owner, and other parties responsible for the payment of MALIN INTERNATIONAL's charges agree to pay all costs of collection, including a reasonable attorney fee.

8. THE FOREGOING IS IN LIEU OF ALL WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, and any document which unilaterally purports to alter or increase MALIN INTERNATIONAL's liability beyond that stated herein is expressly rejected by MALIN INTERNATIONAL and does not form a part of this contract.

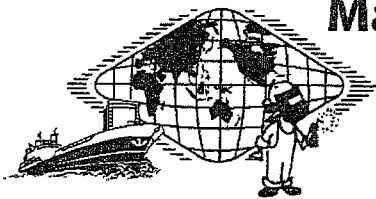
9. Invalidity of any one or more items or provisions of this contract shall not affect or impair the remaining provisions. This contract may not be changed orally.

10. Different or more extensive liabilities will be accepted if an agreement in writing stating the nature and extent thereof is entered into before the vessel enters MALIN INTERNATIONAL's yard or work is commenced, whichever first occurs, and an adjustment is made in the price to include the cost of appropriate additional insurance.

11. It is agreed that terms for payment in full of any invoice submitted for work performed shall be net cash and that any amounts unpaid for more than 30 days shall be subject to a service charge of 1 1/2% per month compounded monthly from the date of the invoice. The service charge shall continue on any remaining balance until the invoice, including amounts that may be in dispute, is paid in full.

PLAINTIFF'S  
EXHIBIT

A-7



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INVOICE # PRC - 03/13 - 01  
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MISR JOB # 9543 & 9736  
MODU PROSPECTOR

\$ -

**TERMS: DUE UPON RECEIPT**

TOTAL AMOUNT DUE: \$ 1,490,737.72

**PLEASE NOTE NEW WIRING INSTRUCTIONS BELOW:**

**U.S. Domestic Incoming Wires:**

Bank: Wells Fargo Bank, N.A.  
420 Montgomery Street  
San Francisco, CA 94104  
ABA #: 121000248

For further credit to:

Malin International Ship Repair & Drydock, Inc.

Account #: 2000034729575

**International Incoming Wires:**

Bank: Wells Fargo Bank, N.A.  
420 Montgomery Street  
San Francisco, CA 94104  
ABA #: 121000248  
S.W.I.F.T Address: WFBUS6S

For further credit to:

Malin International Ship Repair & Drydock, Inc.

Account #: 2000034729575

**RIG PROSPECTOR AND OWNERS  
PRC ENVIRONMENTAL  
INVOICE # 2905  
MISR JOB # 9543  
MODU PROSPECTOR**

**ITEM 1 DOCKAGE (05/16/12-02/13/13)**

\$ 1,670.00 PER DAY @ 274 DAYS

\$ 457,580.00  
**TOTAL ITEM 1 \$ 457,580.00**

**ITEM 2 MOORING**

**FAB SHOP (DAY)**

4.00 ST HRS @	\$ 61.00	\$ 244.00
0.00 OT HRS @	\$ 84.00	\$ -
0.00 DT HRS @	\$ 111.00	\$ -

**LABOR (DAY)**

2246.75 ST HRS @	\$ 51.00	\$ 114,584.25
1716.75 OT HRS @	\$ 71.00	\$ 121,889.25
814.75 DT HRS @	\$ 93.00	\$ 75,771.75

**SUPERVISOR (DAY)**

139.00 ST HRS @	\$ 64.00	\$ 8,896.00
79.75 OT HRS @	\$ 90.00	\$ 7,177.50
165.00 DT HRS @	\$ 119.00	\$ 19,635.00

**LABOR (NIGHT)**

1953.00 ST HRS @	\$ 54.00	\$ 105,462.00
1542.75 OT HRS @	\$ 74.00	\$ 114,163.50
528.25 DT HRS @	\$ 96.00	\$ 50,712.00

**SUPERVISOR (NIGHT)**

0.0 ST HRS @	\$ 67.00	\$ -
2.0 OT HRS @	\$ 93.00	\$ 186.00
0.0 DT HRS @	\$ 122.00	\$ -

**MACHINIST (DAY)**

2.00 ST HRS @	\$ 61.00	\$ 122.00
6.50 OT HRS @	\$ 84.00	\$ 546.00
0.00 DT HRS @	\$ 111.00	\$ -

MATERIALS	\$ 393,349.40
CONSUMABLES	\$ 2,118.45
EQUIPMENT	\$ 423,150.00

**TOTAL ITEM 2 \$ 1,438,007.10**

**ITEM 3 ELECTRICAL**

**LABOR (DAY)**

67.00 ST HRS @	\$ 51.00	\$	3,417.00
8.00 OT HRS @	\$ 71.00	\$	568.00
0.00 DT HRS @	\$ 93.00	\$	-

SUPERVISOR (DAY)

1.00 ST HRS @	\$ 64.00	\$	64.00
0.00 OT HRS @	\$ 90.00	\$	-
0.00 DT HRS @	\$ 119.00	\$	-

SUBCONTRACTOR		\$	31,360.72
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CONSUMABLES		\$	293.88
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TOTAL ITEM 3		\$	35,703.60
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**ITEM 4 BALLAST LINE WORK**

MACHINIST (DAY)

0.00 ST HRS @	\$ 61.00	\$	-
1.00 OT HRS @	\$ 84.00	\$	84.00
0.00 DT HRS @	\$ 111.00	\$	-

LABOR (DAY)

736.00 ST HRS @	\$ 51.00	\$	37,536.00
112.75 OT HRS @	\$ 71.00	\$	8,005.25
0.00 DT HRS @	\$ 93.00	\$	-

SUPERVISOR (DAY)

63.00 ST HRS @	\$ 64.00	\$	4,032.00
15.50 OT HRS @	\$ 90.00	\$	1,395.00
0.00 DT HRS @	\$ 119.00	\$	-

MATERIALS		\$	4,442.14
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CONSUMABLES		\$	1,141.21
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EQUIPMENT		\$	1,100.00
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TOTAL ITEM 4		\$	57,735.60
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**ITEM 5 MOBILIZATION OF 250 TON CRANE**

LABOR (DAY)

10.00 ST HRS @	\$ 51.00	\$	510.00
4.00 OT HRS @	\$ 71.00	\$	284.00
0.00 DT HRS @	\$ 93.00	\$	-

CONSUMABLES		\$	52.52
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EQUIPMENT		\$	560.00
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TOTAL ITEM 5		\$	1,406.52
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**ITEM 6 FAB SCRAP BOXES**

FAB SHOP (DAY)

50.00 ST HRS @	\$ 61.00	\$	3,050.00
0.00 OT HRS @	\$ 84.00	\$	-
0.00 DT HRS @	\$ 111.00	\$	-

**LABOR (DAY)**

110.00 ST HRS @	\$ 51.00	\$	5,610.00
0.50 OT HRS @	\$ 71.00	\$	35.50
0.00 DT HRS @	\$ 93.00	\$	-

**SUPERVISOR (DAY)**

19.00 ST HRS @	\$ 64.00	\$	1,216.00
0.00 OT HRS @	\$ 90.00	\$	-
0.00 DT HRS @	\$ 119.00	\$	-

**MATERIALS**

\$	2,720.83
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<b>TOTAL ITEM 6</b>	<b>\$ 12,632.33</b>
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**ITEM 7 INSPECTION THICKNESS READINGS****LABOR (DAY)**

79.50 ST HRS @	\$ 51.00	\$	4,054.50
14.00 OT HRS @	\$ 71.00	\$	994.00
0.00 DT HRS @	\$ 93.00	\$	-

**SUPERVISOR (DAY)**

8.00 ST HRS @	\$ 64.00	\$	512.00
0.00 OT HRS @	\$ 90.00	\$	-
0.00 DT HRS @	\$ 119.00	\$	-

**SUBCONTRACTOR**

\$	1,003.92
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**EQUIPMENT**

\$	840.00
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**EQUIPMENT RENTAL**

\$	6,491.88
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<b>TOTAL ITEM 7</b>	<b>\$ 13,896.30</b>
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**ITEM 8 SCRAP REMOVAL****LABOR (NIGHT)**

15.75 ST HRS @	\$ 54.00	\$	850.50
4.00 OT HRS @	\$ 74.00	\$	296.00
0.00 DT HRS @	\$ 96.00	\$	-

**MACHINIST (DAY)**

8.00 ST HRS @	\$ 61.00	\$	488.00
0.00 OT HRS @	\$ 84.00	\$	-
0.00 DT HRS @	\$ 111.00	\$	-

**LABOR (DAY)**

1206.25 ST HRS @	\$ 51.00	\$	61,518.75
79.75 OT HRS @	\$ 71.00	\$	5,662.25
0.00 DT HRS @	\$ 93.00	\$	-

**SUPERVISOR (DAY)**

78.00 ST HRS @	\$ 64.00	\$	4,992.00
0.00 OT HRS @	\$ 90.00	\$	-
0.00 DT HRS @	\$ 119.00	\$	-

CONSUMABLES	\$	981.23
EQUIPMENT	\$	5,960.00
<b>TOTAL ITEM 8</b>	<b>\$</b>	<b>80,748.73</b>

**ITEM 9      SCRAP REMOVAL**

LABOR (DAY)

200.25 ST HRS @	\$	51.00	\$	10,212.75
0.00 OT HRS @	\$	71.00	\$	-
0.00 DT HRS @	\$	93.00	\$	-

SUPERVISOR (DAY)

31.00 ST HRS @	\$	64.00	\$	1,984.00
0.00 OT HRS @	\$	90.00	\$	-
0.00 DT HRS @	\$	119.00	\$	-

CONSUMABLES	\$	222.30
EQUIPMENT	\$	2,660.00

**TOTAL ITEM 9    \$    15,079.05**

**ITEM 10      REMOVE FUEL**

LABOR (DAY)

55.75 ST HRS @	\$	51.00	\$	2,843.25
0.00 OT HRS @	\$	71.00	\$	-
0.00 DT HRS @	\$	93.00	\$	-

SUPERVISOR (DAY)

14.00 ST HRS @	\$	64.00	\$	896.00
0.00 OT HRS @	\$	90.00	\$	-
0.00 DT HRS @	\$	119.00	\$	-

SUBCONTRACTOR	\$	5,143.14
EQUIPMENT	\$	840.00

**TOTAL ITEM 10    \$    9,722.39**

**ITEM 11      WASTE DISPOSAL**

LABOR (DAY)

24.00 ST HRS @	\$	51.00	\$	1,224.00
40.00 OT HRS @	\$	71.00	\$	2,840.00
0.00 DT HRS @	\$	93.00	\$	-

SUPERVISOR (DAY)

5.00 ST HRS @	\$	64.00	\$	320.00
0.00 OT HRS @	\$	90.00	\$	-
0.00 DT HRS @	\$	119.00	\$	-

MATERIALS	\$	425.03
CONSUMABLES	\$	10.51
EQUIPMENT	\$	630.00

**TOTAL ITEM 11    \$    5,449.54**

**ITEM 12     BARGE INSPECTION**

SUBCONTRACTOR

	\$	480.00
<b>TOTAL ITEM 12</b>	<b>\$</b>	<b>480.00</b>

**ITEM 13     THRUSTER ROOM INSPECTION**

LABOR (DAY)

4.00 ST HRS @	\$ 51.00	\$	204.00
0.00 OT HRS @	\$ 71.00	\$	-
0.00 DT HRS @	\$ 93.00	\$	-

MATERIALS

	\$	1,062.73
<b>TOTAL ITEM 13</b>	<b>\$</b>	<b>1,266.73</b>

**ITEM 14     GANGWAY REPAIR**

MACHINIST (DAY)

6.00 ST HRS @	\$ 61.00	\$	366.00
0.00 OT HRS @	\$ 84.00	\$	-
0.00 DT HRS @	\$ 111.00	\$	-

LABOR (DAY)

95.50 ST HRS @	\$ 51.00	\$	4,870.50
0.00 OT HRS @	\$ 71.00	\$	-
0.00 DT HRS @	\$ 93.00	\$	-

SUPERVISOR (DAY)

3.50 ST HRS @	\$ 64.00	\$	224.00
0.00 OT HRS @	\$ 90.00	\$	-
0.00 DT HRS @	\$ 119.00	\$	-

MATERIALS

CONSUMABLES

EQUIPMENT

	\$	43.44
	\$	86.42
	\$	190.00
<b>TOTAL ITEM 14</b>	<b>\$</b>	<b>5,780.36</b>

**ITEM 15     RIG TOURS**

LABOR (DAY)

5.00 ST HRS @	\$ 51.00	\$	255.00
0.00 OT HRS @	\$ 71.00	\$	-
0.00 DT HRS @	\$ 93.00	\$	-

SUPERVISOR (DAY)

4.00 ST HRS @	\$ 64.00	\$	256.00
0.00 OT HRS @	\$ 90.00	\$	-
0.00 DT HRS @	\$ 119.00	\$	-

CONSUMABLES

EQUIPMENT

	\$	9.27
	\$	600.00
<b>TOTAL ITEM 15</b>	<b>\$</b>	<b>1,120.27</b>

**ITEM 16     DIVERS TO ATTACH BUOY**

SUBCONTRACTOR

	\$	3,907.20
<b>TOTAL ITEM 16</b>	<b>\$</b>	<b>3,907.20</b>

**ITEM 17     CRANE SERVICE**

EQUIPMENT

	\$	420.00
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LABOR (DAY)

2.00 ST HRS @ \$ 51.00

	\$	102.00
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0.00 OT HRS @ \$ 71.00

	\$	-
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0.00 DT HRS @ \$ 93.00

	\$	-
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<b>TOTAL ITEM 16</b>	<b>\$</b>	<b>522.00</b>
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**TOTAL INVOICE @ 02/28/13 \$ 2,141,037.72****LESS: AMOUNT PAID 05/16/12 \$ (150,300.00)****LESS: AMOUNT PAID 06/29/12 \$ (200,000.00)****LESS: AMOUNT PAID 08/14/12 \$ (100,000.00)****LESS: AMOUNT PAID 10/02/12 \$ (200,000.00)****TOTAL AMOUNT DUE AS OF 02/28/13 \$ 1,490,737.72**